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RECORDER OF DEEDS

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DECLARATION

OF

WATERS EDGE CONDOMINIUM



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70 East Beau Street
Washington PA 15301

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**DECLARATION OF
WATERS EDGE CONDOMINIUM**

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1. Declarant; Property; County; Name. REDM Corporation, having its principal place of business at P. O. Box 520, Meadow Lands, PA 15347, owner in fee simple of the land ("Land") described in Exhibit "A" attached hereto and incorporated herein, located in the Township of Peters, Washington County, Pennsylvania, having constructed the Buildings (as hereinafter defined) and other improvements constructed thereupon, together with all easements, rights and appurtenances thereunto belonging ("Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. § 3101 et seq. (the "Act"), hereby creates with respect to the Property a condominium, to be known as Waters Edge Condominium. Pursuant to the foregoing, REDM Corporation has executed this Declaration and REDM Corporation is sometimes hereinafter and in the Bylaws collectively referred to as "Declarant".

Section 2. Easements. The Property is so submitted subject to the recorded easements and other matters set forth on Exhibit B attached hereto.

Section 3. Defined Terms.

(a) Terms not otherwise defined herein, in the Bylaws or in the Plate and Plans, as they may be amended, shall have the meanings specified or used in the Act.

(b) The following terms, some of which are used or defined in general terms in the Act, shall have specific meanings hereunder and under the Bylaws as follows:

(1) "Amendment" means an amendment to this Declaration of Condominium or to any other of the Condominium Documents as provided herein.

(2) "Association" means the Waters Edge Condominium Association, an association of persons owning Units in the Condominium and designated as the Condominium Association.

(3) "Buildings" means townhouse building built on Property containing units.

The location and dimensions of the Buildings and Units as defined herein are drawn and depicted in the Plate and Plans as recorded in the Recorder's Office of Washington County, Pennsylvania in Plan Book Volume 22, Pages 411 through 425, inclusive.

(4) "Bylaws" means the Bylaws of the Association, a copy of which is attached hereto as Exhibit "D".

(5) "Common Elements" means and includes:

(1) the Land on which the Buildings are located and those portions of the Buildings which are not included in any Unit;

(ii) The private access road extending from McDowell Lane in a southerly direction;

(iii) the foundations, structural parts, supports, main walls, roofs, halls, corridors, lobbies, stairways, entrances and exits of the Buildings, provided, however, the halls, corridors and lobbies, stairways, entrances and exits of the Buildings in which the Townhouse Units are situated will not be included within the Common Elements;

(iv) the yards and facilities, sidewalks, surface parking spaces allocated to guest use, and any improvements which support or sustain all of the same;

(v) portions of the Land and Buildings used exclusively for the management, operation or maintenance of the Common Elements;

(vi) installations of all central services and utilities;

(vii) all apparatus and installations existing for common use; including without limitation, exterior building improvements;

(viii) all other elements of the Buildings necessary or convenient to their existence, management, operation, maintenance and safety;

(ix) such other facilities as are designated by this Declaration as Common Elements;

(x) the term Common Elements shall include Limited Common Elements as hereinafter defined, except as otherwise specified.

(6) "Common Expenses" means and includes:

A. In General

(i) Expenses of administration, maintenance, repair or replacement of the Common Elements and facilities and, except as limited hereby, of the Limited Common Elements and facilities;

(ii) expenses determined to be Common Expenses by the Act or by this Declaration or by the Bylaws;

(iii) expenses determined to be Common Expenses by the Executive Board and lawfully assessed against the Unit Owners in accordance with the Bylaws;

(iv) "common expenses" shall mean charges or expenses as the case may be;

(v) the expense, if ever occurring, of installation of cable or common television service to the Buildings shall be a Common Expense;

(vi) utility charges for utility services to the Common Elements;

(vii) the expense of maintaining, repairing or replacing sewer, water lines and the private access road.

B. Utilities

(i) The use of electricity, gas, water and sewage services supplied for the benefit of each Unit and its respective Limited Common Elements shall be separately metered, and the costs therefore shall be paid by each Unit Owner. Charges for water service shall be paid by the Association who shall be reimbursed by the Unit Owners, each of whom shall be separately metered. The use of such services for the benefit of the Common Elements shall be separately metered and the costs therefore shall be allocated as a Common Expense.

(7) "Condominium" means the Land, Buildings and Property submitted to the Act and designated as the Condominium.

(8) "Condominium Documents" means this Declaration of Condominium, the Bylaws, the Rules and Regulations, if any, as promulgated by the Executive Board and any subsequent amendments to these documents.

(9) "Declarant" means the Declarant and all successors and assigns to their Special Declarant Rights.

(10) "Declaration" means this instrument and all amendments hereto.

(11) "Executive Board" means the Executive Board of the Condominium Association which shall act on behalf of the Association.

(12) "Land" means the land described in Exhibit "A" attached hereto and incorporated herein.

(13) "Limited Common Elements" means portions of the Common Elements allocated to the exclusive use and enjoyment of a specific Unit or limited number of Units and designated as such on the Plats and Plans. Such portions so allocated include, if applicable, driveways, parking places, leadwalks, porches, patios and front or rear yards as indicated on the Plats.

(14) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the Common Elements.

(15) "Mortgages" means any lender holding a first mortgage encumbering any Unit.

(16) "Percentage Interests" means each Unit Owners undivided ownership interest in the Common Elements as set forth in Exhibit "C" attached hereto and incorporated herein.

(17) "Person" means a natural individual, corporation, partnership, association, trustee, or other legal entity.

(18) "Plats and Plans" means the Plats and Plans incorporated herein and recorded simultaneously herewith.

(19) "Property" means the Land with all easements, rights and appurtenances thereunto belonging and the Buildings constructed thereupon.

(20) "Resident" means any lawful occupant of a Unit except a Unit Owner, including lessees under lease from a Unit Owner.

(21) "Rules and Regulations" means rules and regulations promulgated from time to time by the Executive Board in accordance with the Condominium Documents and the Act.

(22) "Special Declarant Rights" or "Declarant's Special Rights" means the reservation of options or other rights for the benefit of the Declarant as provided in Section 3103 of the Act.

(23) "Unit" means a Unit as described herein and in the Plats and Plans.

(24) "Unit Designation" means the number, letter or combination thereof designating a Unit on the Plan, as set forth on Exhibit "C".

(25) "Unit Owner" means the person or persons owning a Unit in fee simple.

ARTICLE II

BUILDING ON THE LAND: UNIT BOUNDARIES

Section 1. Location of Buildings. The location, dimensions and area of the Buildings are shown on the Plats and Plans.

Section 2. Location of Units and Percentage Interests in the Common Elements.

The location, dimensions and area of the Units within the Buildings are shown on the Plans. A list of all Units, their respective

identifying numbers, and the Percentage Interests in the Common Elements appurtenant to each Unit are contained in Exhibit "C". The total undivided interest in Common Elements assigned to all Units shall at all times aggregate one hundred percent (100%).

The Percentage Interests shall determine the portion of the votes in the Association and the share of Common Expenses Liability appurtenant to each Unit. The Percentage Interests appurtenant to each Unit is a fraction of the numerator of which is one (1) and the denominator of which is the total number of Units in the Condominium.

Section 3. Location of Common Elements. The locations of the Common Elements are shown on the Plats and Plans. Patios, yards, fences, driveways, and parking spaces, if any, shown adjacent to any Unit are Limited Common Elements appurtenant to such Unit.

Section 4. Unit Boundaries. Each Unit consists of the space within the following boundaries:

(a) Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(1) Upper Boundary: The horizontal plane of the bottom surface of the concrete ceiling slab or wooden or drywall surface constituting the ceiling of the Unit.

(2) Lower Boundary: The horizontal plane of the upper surface of the concrete slab or wooden slab constituting the lowest floor of the Unit.

(b) Parametric (Vertical) Boundaries: The parametric boundaries of the Unit shall be the vertical planes, extended to intersections with the upper and lower boundaries, formed by the Unit-side (inside) surface of the walls which surround the Unit and including front and back doors and windows, if applicable.

(c) Porches and patios, as set forth in the Plate and Plans are Limited Common Elements allocated solely to the Unit to which it is appurtenant. The boundary of such Limited Common Elements shall extend beyond the exterior perimeter wall out to the vertical plane made by the inside surface of the perimeter fences or walls, if any, on said porch or patio. The horizontal floor surface of said Unit shall prescribe the lower boundary of the porch or patio and the horizontal surface of the plane created by a horizontal extension of the Units' ceiling shall prescribe the upper boundary of the porch or patio. The air space over the porch or patio, thus described, shall constitute part of the Limited Common Elements. The wall and windows, if any, between the porch or patio and the rest of the Unit shall be a Limited Common Element.

(d) Each Unit shall include the items within the boundaries as described in Paragraphs (1) and (3) of 3202 of the Act and shall have the benefit of the use of the Limited Common Elements described in 3202 of the Act, or designated on the Plans, as being

allocated to such Unit.

(e) The Unit identification numbers are shown in Exhibit "C".

(f) If any chute, flue, duct, wire, pipe, conduit, bearing wall, window, door bearing column or other fixture or structural element lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.

(g) Subject to the provisions of Paragraph (f) above, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. Interior partitions may be moved, removed or replaced only upon prior written approval of the Executive Board, which shall not be withheld unreasonably. In the event a Unit Owner does move, remove or replace any interior partitions, no amendment to the Plats and Plans shall be necessary.

(h) A Unit Owner who acquires an adjoining unit may remove or alter intervening partitions or create apertures therein, even if the partition in whole or in part is a Common element if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium. Approval of detailed plans and specifications for such alterations shall be obtained in writing from the Executive Board prior to commencement of the work.

Section 5. Maintenance Responsibilities.

(a) Each Unit Owner shall be obligated to maintain and repair his Unit and to make replacements when appropriate. Such repairs include the replacement of glass panes in windows and sliding doors, repair of garage doors, maintaining and repairing any heating, ventilating or air conditioning equipment located outside the unit which serves only his unit, including the concrete pad upon which such equipment may rest and the removal of snow from the sidewalk and driveway serving his particular unit.

(b) Maintenance, repair and appropriate replacements in the Common Elements, including the Limited Common Elements, shall be the obligation of the Association in accordance with the provisions of 3307 of the Act.

ARTICLE III

VOTING AND COMMON EXPENSES

Section 1. Voting.

At any meeting of the Association, the Unit Owners of each Unit, collectively, shall be entitled to cast one (1) vote.

Section 2. Common Expenses.

(a) Common Expenses shall be assessed against each Unit equally based on the number of Units in the Condominium, i.e., each Unit Owner shall be responsible for 4.54 percent of the total annual common expenses. (See Exhibit "C" to this Declaration.)

ARTICLE IV

USE RESTRICTIONS

Section 1. Use, Purpose and Restrictions. The uses of the Property, and the purposes for which the Buildings and each of the Units therein and Common Elements are intended, shall be in accordance with the following provisions:

(a) Use of Units.

(1) Each Unit shall be used solely for residential housing, however, this shall not affect Declarant's Special Rights set forth in Article VI.

(2) Unit Owners may lease their individual Units. Any lease of a Unit shall be in writing and shall have a clause making any substantial and material breach of the Condominium Documents a breach of said lease. The Declarant shall be entitled to lease Units owned by it. Rental of Declarant owned Units shall not require Executive Board approval.

(3) No advertising signs may be displayed on the Property. A "For Sale" sign may be displayed provided it be no larger than two (2) feet in width by four (4) feet in length. All "sold" signs must be removed within two weeks of sale. The sign and its location must be approved in writing by the Executive Board prior to display.

(4) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted on any portion of the Property. No use or practice shall be permitted in a Unit or in the Common Elements which would be a nuisance to Unit Owners and Residents, or which interferes with the peaceful possession and proper use of the Property by its Unit Owners and Residents. All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. This provision is subject to the exception that the Declarant may maintain sales and management offices as more particularly set forth in Article VI.

(b) Storage Use; Insurance Rates. Without prior written approval of the Executive Board, nothing shall be done or kept in any Unit or in the Common Elements which might increase the rate of insurance coverage for the Common Elements and/or for individual Units or their respective contents. No Unit Owner or Resident shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Common Elements, individual Units or their respective contents, or which will be in

violation of any law, ordinance or regulation. No refuse shall be permitted in the Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Executive Board.

(c) Offensive Activities. No noxious or offensive activities shall be carried on in any Unit or in the Common Elements nor shall anything be done therein either willfully or negligently which may be or become an unreasonable annoyance or nuisance to the other Unit Owners or Residents.

(d) Structural Integrity. Nothing shall be placed in or done to or in any Unit, or to or in the Common Elements which would impair the structural integrity of the Buildings or which would structurally alter the Buildings.

(e) Use of Common Elements. The Common Elements shall be used in the manner contemplated by the Condominium Documents.

(f) Powers of Executive Board to Enforce. The Executive Board shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of the Condominium Documents, and shall have the right to bring law suits to enforce the Rules and Regulations promulgated by the Executive Board. The Executive Board shall have the right to levy fines for violations of the Declaration, Bylaws and Rules and Regulations, provided that the fine for a single violation continues after notice has been given. Any fine so imposed shall have the effect of an assessment and collection may be pursued by the Executive Board in the same manner as the collection of Common Expenses is pursued.

ARTICLE V

EASEMENTS

In addition to and in supplementation of the easements provided for by Sections 3216, 3217 and 3218 of the Act, the following easements are hereby created:

Section 1. Utility Easements - Right of Entry. The Units and the Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, the Unit Owners and the Association, appropriate utility and service companies and governmental agencies or authorities for the installation and service of such utility and service lines and equipment as may be necessary if desirable to serve any portion of the Property. The easements created in this Section shall include, without limitation, rights of Declarant, the Unit Owners and the Association, or any utility company providing utility or service, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Unless approved in writing by the affected Unit Owners, the locations of easements through Units shall not be substantially altered so as to materially interfere with

the use or occupancy of a Unit, but rather such easements shall remain as close as reasonably possible to their locations at the time of the first conveyance of the Unit by the Declarant.

Section 2. Encroachment and Support. Each Unit and the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed. An easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that the Buildings are partially or totally destroyed and then rebuilt, the Unit Owners of the Units so affected covenant that minor encroachments of parts of the adjacent Units or Common Elements due to removal, replacement, or construction shall be permitted and that an easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. An easement shall and does exist in favor of each Unit Owner to make reasonable use, not inconsistent with the terms of this Declaration, of the exterior wall of any adjoining Unit where the outer unfinished surface of such wall shall serve and separate any portion of such adjoining Unit, notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining.

Section 3. Pedestrian Easements. There is hereby created an easement for a pedestrian right-of-way over and across the Common Elements, for the purpose of pedestrian passage by all persons lawfully upon the Common Elements. An easement is hereby reserved to Declarant to enter the Common Elements to construct and maintain such facilities and perform such operations as may be reasonably required, convenient or incidental to the construction of the Buildings, provided nothing herein shall be deemed to increase the obligations of the Declarant hereunder.

Section 4. Emergencies, Repair. There is hereby created a blanket easement to the Association, its officers, agents and employees, to any manager employed by or on behalf of the Association and to all policemen, firemen, ambulance, governmental and utility company personnel and all other similar persons to enter upon the Property or any part thereof in the proper performance of their respective duties and for repair and maintenance of Common Elements and Limited Common Elements.

Except in the event of emergencies, the rights accompanying the easements provided for in this Article shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to, and with the permission of the Unit Owner or Unit Owners directly affected thereby.

Section 5. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside Units. Each Unit Owner shall have an easement in common with the other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of all the other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements located in any of the other Units and

serving his Unit. Each Unit shall be subject to an easement in favor of all the other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Unit and located in a Unit. The Association shall have the right of access to each Unit and to inspect same, to remove any violations as set forth in this Declaration as from time to time in effect, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

ARTICLE VI

SPECIAL DECLARANT RIGHTS

Section 1. Declarant's Right to Maintain Sales and Management Offices, Models and Signs.

(a) Declarant reserves the right and the option to maintain sales and management offices in any portion of the Common Elements or in any Unit it owns and deems appropriate. This shall be in effect at any time Declarant owns one (1) or more Units in the Condominium.

(b) Declarant reserves the right to maintain one (1) or more model units in any of its Units in the Condominium as it deems appropriate. This right shall be in effect at any time Declarant owns one (1) or more Units in the Condominium.

(c) Declarant reserves the right to maintain signs advertising the availability of Units. These signs may be placed on any portion of the Common Elements. This right shall be in effect at any time the Declarant owns one (1) or more Units in the Condominium.

Section 2. Declarant's Right to Enter the Common Elements.

(a) The Declarant reserves the right to enter the Common Elements for the purpose of making improvements within the Condominium.

Section 3. Declarant's Reservation of Miscellaneous Special Declarant Rights. Declarant reserves any and all other Special Declarant Rights not specifically reserved in this Declaration but permitted by the Act. The duration of such reservations shall be identical to the maximum periods permitted by the Act.

Section 4. No Declarant Obligations to Build. Unless expressly provided, nothing contained in this Declaration, the Bylaws or the Plats and Plans shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any buildings or improvements on any particular locations, except to the extent required by the Act.

Section 5. Termination of Special Declarant Rights.

(a) Any of Special Declarant Rights reserved by this Declaration or by the Act may be terminated prior to its normal expiration by the

Declarant's recordation of appropriate Amendments to the Condominium Documents. This right to terminate may be exercised by the Declarant at will and is not subject to approval by the Unit Owners.

(b) Declarant shall be authorized to execute and record the required Condominium Documents in order to effectuate the exercise of its right to terminate any of its Special Declarant Rights prior to its normal expiration date.

(c) The exercise of a Special Declarant Right relative to a particular Lot shall not cause the termination of any other special Declarant Unit.

(d) Any of the Special Declarant Rights reserved in this Declaration or created by the Act shall be subject only to those limitations contained in this Declaration and in the Act.

ARTICLE VII

POWERS OF ASSOCIATION, RESERVES, ASSESSMENTS

Section 1. Reserve Accounts. The Association shall have the power to create working capital, reserve or replacement and contingency accounts, and to assess the Unit Owners for contributions of the said accounts.

Section 2. Exterior Maintenance. In addition to maintenance upon the Common Elements, the Association shall as a Common Expense provide exterior maintenance upon the Buildings as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces and other exterior improvements, including porches and patios. Such exterior maintenance shall not include glass surfaces or doors, Unit doors or window fixtures. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Unit Owner, Resident or their family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject.

Section 3. Assessment of Charges. All sums assessed by resolution duly adopted by the Executive Board against any Unit for its share of Common Expenses or any fine imposed against a Unit Owner shall constitute a lien against that Unit in accordance with Section 3315 of the Act and also shall be the personal liability of the Unit Owner so assessed. Unit Owners shall be obligated to pay interest at the rate of ten percent (10%) per annum from the due date on all late payments of assessments. Such unpaid assessments shall constitute a lien against such Unit which shall be enforceable as provided in the Act or as otherwise permitted by law.

Section 4. Method of Enforcing Charges. Any charge assessed against a Unit may be enforced by suit by the Association acting on behalf of the Unit Owners in an action in assumpsit or by enforcement as a lien in accordance with the Act, or both. Any judgment against a Unit and its Owner shall be enforceable in the same manner as is otherwise

provided by law.

The Association may bring an action at law against the Unit Owner personally obligated to pay the same, or foreclose the lien against the Unit as provided in the Act. The Association, acting on behalf of the Unit Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

Section 5. Unpaid Assessments at Time of Voluntary Sale of a Unit. Upon the voluntary sale or conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments for Common Expenses which are a lien or charge against the Unit as of the date of the sale or conveyance, but such joint and several liability shall be without prejudice to the grantees right to recover from the grantor the amount of any such unpaid assessments which the grantee may pay, and until any such assessments are paid, they shall continue to be a charge against the Unit which may be enforced in the manner set forth herein. Any person who shall have entered into a written agreement to purchase a Unit shall be entitled to a resale certificate as required by the Act.

Section 6. Uncollectible Assessments. Any delinquent amount which the Association determines cannot be collected from a former Unit Owner may be reassessed by the Association as a Common Expense to be collected from all of the Unit Owners, including a subsequent purchaser of the Unit.

ARTICLE VIII

UNITS SUBJECT TO DECLARATION BYLAWS

Section 1. All present and future Unit Owners, Residents of Units, Mortgagees and their agents and employees, and any other person who may occupy a Unit or utilize the facilities of the Condominium shall be subject to and shall comply with the provisions of this Declaration and the Bylaws, as they may be amended, a copy of the initial By-Laws is attached hereto as Exhibit "D". The acceptance of a Deed or the execution of a lease or contract conveying an interest in, or in the occupancy of, any Unit shall constitute an agreement to be so bound.

ARTICLE IX

SEVERABILITY

Section 1. In the event that any provision of the Condominium Documents is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Condominium Documents and the same shall continue in full force and effect as if such invalid provision had never been included herein. In

the event of any conflict between the Condominium Documents and the Act, the Act shall control, excepting in those instances where the Act by its terms, authorizes the variation of its provisions, and in such case the Condominium Documents shall control.

ARTICLE X

WAIVER

Section 1. No provision contained in the Condominium Documents shall be deemed to have been waived by reason of a failure to enforce same, irrespective of the number of violations or breaches which may occur.

ARTICLE XI

GENDER: SINGULAR AND PLURAL

Section 1. The use of the masculine gender in the Condominium Documents shall be deemed to refer also to the feminine gender and the use of the singular shall be deemed to refer also to the plural and vice versa, unless the context requires otherwise.

ARTICLE XII

TERMINATION

Section 1. The condominium may be terminated by the affirmative vote of Unit Owners of units to which at least eighty (80%) percent of the votes in the Association are allocated and the recordation of a termination agreement pursuant to the Act.

ARTICLE XIII

INSURANCE

Section 1. The Association shall insure the Common Elements against loss or damage by fire and such other hazards as required by Section 3312 of the Act and as the Executive Board may deem appropriate, without prejudice to the right of each Unit Owner to maintain insurance on his own Unit. The premiums for such insurance on the Common Elements shall be deemed a Common Expense.

ARTICLE XIV

MECHANICS' LIEN

Section 1. Any mechanics' lien arising as a result of repairs to or improvements of a Unit by or on behalf of a Unit Owner shall be liens only against such Unit. Any mechanics' lien arising as a result of

repairs to or improvements of the Common Elements, if authorized in writing, pursuant to a duly adopted resolution of the Executive Board, shall be paid by the Association and assessed as a Common Expense.

ARTICLE XV

AMENDMENT OF DECLARATION

Section 1. Except as otherwise permitted by Section 3219 of the Act, this Declaration may be amended only by vote of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, in person or by proxy at a meeting duly held in accordance with the Bylaws, provided that any Amendment affecting Special Declarant Rights must be approved by the Declarant. Any such Amendment must be approved in writing by any mortgagees holding mortgages which comprise the first liens on three (3) or more Units, which approval shall not be withheld unreasonably. Subject to Section 3221 of the Act, no amendment may be made, following recordation hereof, which would have the effect of causing a change in the Units or a change in the Percentage Interests in the Common Elements allocated to the Units except by the recording of an amendment duly executed by all Unit Owners affected thereby and their mortgagees. No such amendment shall be effective until recorded in the office of the Recorder of Deeds of Washington County. The Secretary shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 17th day of APRIL, 1991.

ATTEST:

REDM CORPORATION

[Handwritten signature]

BY: *William R. [Handwritten]*
President



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this 17th day of April, 1991, before me, the undersigned authority, a Notary Public, in and for said Commonwealth and County, personally appeared William R. Seach, who acknowledged himself to be the PRESIDENT of REDM Corporation, and as such PRESIDENT, executed the foregoing instrument for the purposes therein contained by signing his name for and on behalf of himself and for and on behalf of REDM Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Patricia J. Loesch
Notary Public

NOTARIAL SEAL
PATRICIA J. LOESCH, NOTARY PUBLIC
SCOTT TOWNSHIP, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 13, 1991

Member, Pennsylvania Association of Notaries



EXHIBIT "A"

ALL that certain parcel or tract of land situate in Peters Township, Washington County, Pennsylvania, being Lot No. 3 in the revised Waters Edge Plan of Lots of record in the Recorder's Office of Washington County, Pennsylvania, in Plan Book 22, page 390, and being more particularly bounded and described as follows:

BEGINNING at a point, said point being common to lands now or formerly of Sam E. Anthou, lands now or formerly of Robert J. Ciaffoni and the Parcel herein described; thence from said point of beginning and by line of lands now or formerly of Robert J. Ciaffoni and lands now or formerly of the Commonwealth of Pennsylvania, N 63° 14' West, 138.66 feet to a point on line of land now or formerly of the Commonwealth of Pennsylvania; thence continuing along the same the following six (6) courses and distances:

1. North 21° 32' East 449.10 feet to a point;
2. North 05° 10' East 386.10 feet to a point;
3. North 70° 10' East 108.25 feet to a point;
4. by a curve to the left having a radius of 1392.69 feet for an arc distance of 340.70 feet to a point;
5. North 24° 00' West 97.50 feet to a point;
6. by a curve to the left having a radius of 1382.69 feet for an arc distance of 185.26 feet to a point in McDowell Lane;

thence along McDowell Lane, North 72° 18' 39" East 90.67 feet to a point on line of Lot No. 1 of said Plan; thence continuing along Lot No. 1 the following six (6) courses and distances:

1. by a curve to the left having a radius of 25 feet for an arc distance of 42.93 feet to a point;
2. by a curve to the right having a radius of 1442.69 feet for an arc distance of 290.63 feet to a point;
3. South 15° 17' 29" East 281.07 feet to a point;
4. by a curve to the right having a radius of 1472.69 feet for an arc distance of 41.29 feet to a point;
5. South 65° 04' 10" East 196.41 feet to a point;
6. South 82° 14' East 12.30 feet to a point on the westerly right of way line of U.S. Route No. 19;

thence continuing along the same, South 07° 46' West 30.00 feet to a point; thence along line of land now or formerly of D. V. Corporation, North 82° 14' West 16.83 feet to a point; thence along the same North 65° 04' 10" West 186.07 feet to a point; thence by a curve to the right having a radius of 1472.69 feet for an arc distance of 753.61 feet along land now or formerly of D. V. Corporation, E. P. Murphy, Joseph P.

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Maffei and Edwina Sebest to a point on other land now or formerly of Joseph P. Maffei; thence continuing along the same and land now or formerly of Sam E. Anthon, South $28^{\circ} 32' 14''$ West 166.76 feet to the point at the place of beginning.

Containing an area of 4.5621 Acree in accordance with the survey of Elliott Surveying, Inc. dated January 1991.

EXHIBIT B

1. Lot No. 3 is subject to the following rights of way and easements:
 - a. A right of way as originally condemned by the Peters Township Sanitary Authority in proceedings of record in the Prothonotary's Office of Washington County at No. 74 January Term 1972 A.D., as recorded in Deed Book Volume 1352, page 47, and as subsequently conveyed to the Authority by Alfred R. Johnson, et ux. by a deed dated October 5, 1970, and recorded in the Recorder's Office aforesaid in Deed Book Volume 1327, page 703.
 - b. REDM Corporation to West Penn Power Company by an instrument dated January 18, 1990, and recorded in Deed Book Volume 2415, page 174.
 - c. Lots 1 and 2 and the property east of Route 19 (formerly McDowell property) shall have full use of that portion of Lot 3 from McDowell Lane to the Westerly extension of the dividing line between Lot 3 and D. V. Corp. for ingress, egress and stormwater conveyance, sanitary sewers, water, gas, electric, telephone, and other utilities, grading and any and all conditions necessary to develop Lots 1 and 2 and the former McDowell property.
 - d. Lot 2 shall have full use of that portion of Lot 1 from McDowell Lane to the northern end of Lot 1 for ingress, egress, stormwater conveyance, sanitary sewers, water, gas, electric, telephone, any other utilities, grading and any and all conditions necessary to develop Lot 2.
 - e. The parcel of land which abuts U.S. Route 19, which was formerly a part of Lot No. 1 of said Plan is under and subject to a public easement and is not to be used for vehicular access to Route No. 19.

EXHIBIT "C"

22 Units

UNIT	ADDRESS	\$ OF INTEREST IN COMMON ELEMENTS	VOTE	OF INTEREST IN COMMON EXPENSES
1A	Waterside Dr.	4.54	1	4.54
1B	Waterside Dr.	4.54	1	4.54
1C	Waterside Dr.	4.54	1	4.54
1D	Waterside Dr.	4.54	1	4.54
1E	Waterside Dr.	4.54	1	4.54
1F	Waterside Dr.	4.54	1	4.54
1G	Waterside Dr.	4.54	1	4.54
2A	Waterside Dr.	4.54	1	4.54
2B	Waterside Dr.	4.54	1	4.54
2C	Waterside Dr.	4.54	1	4.54
2D	Waterside Dr.	4.54	1	4.54
2E	Waterside Dr.	4.54	1	4.54
2F	Waterside Dr.	4.54	1	4.54
3A	Waterside Dr.	4.54	1	4.54
3B	Waterside Dr.	4.54	1	4.54
3C	Waterside Dr.	4.54	1	4.54
3D	Waterside Dr.	4.54	1	4.54
4A	Waterside Dr.	4.54	1	4.54
4B	Waterside Dr.	4.54	1	4.54
4C	Waterside Dr.	4.54	1	4.54
4D	Waterside Dr.	4.54	1	4.54
4E	Waterside Dr.	4.54	1	4.54
		<u>100%</u>		<u>100%</u>